



**MISSOURI DEPARTMENT OF TRANSPORTATION
NORTHEAST DISTRICT
SOLICITATION GUIDELINES AND DOCUMENTATION**

REQUEST FOR QUOTATION

It is the vendor's responsibility to read and comply with all conditions, specifications, and instructions outlined in this document. This document and any subsequent attachments shall supersede all confirmation forms, receipts, or any other paperwork needed to secure materials, equipment, or services.

TODAY'S DATE: JANUARY 28, 2013	RESPONSES DUE NO LATER THAN: JANUARY 31, 2013 @ 1:00 PM CENTRAL TIME	F.O.B. REQUIREMENTS: DESTINATION (SEE DELIVERY LOCATION BELOW)
SPECIFY DELIVERY TIME IN THE SPACE PROVIDED BELOW (A.R.O. = AFTER RECEIPT OF ORDER)	REQUEST # NE13-47Q-R2 THIS NUMBER SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE ABOUT THIS SOLICITATION.	BUYER NAME: WILLIAM D. "BILL" NOYES, CPPO, CPPB SENIOR PROCUREMENT AGENT PHONE NUMBER: (660)-385-8245 FAX NUMBER: (573)-526-3169
Mailing Address: MoDOT – Northeast District – Macon Regional Office General Services (Procurement) Division 26826 U.S. Highway 63 Macon, MO. 63552		Delivery Location: MoDOT – Northeast District General Services Facilities Department 1711B Hwy 61 South (Rt. 61 – .5 mile North of Bus. 61) Hannibal, MO. 63401 (Marion County)

VENDOR NAME:

(Please enter your company name in this block)

Quantity	U/M	DESCRIPTION	UNIT PRICE	UNIT PRICE EXTENSION
2	EA	Reznor UDAS-150: 150,000 BTU with: - 409 Stainless Steel Heat Exchanger, - Sealed Combustion, - Horizontal Vent Kit, - Water-Resistant Thermostat, - Totally Enclosed Fan Motor, - Ceiling Suspension Kit, - Manual Shut Off Valves, and - Set Up For Natural Gas. (Materials Only – MoDOT Staff Will Install)	\$	\$
Delivery Time (A.R.O. = After Receipt of Order):			A.R.O.	

SPECIAL TERMS AND CONDITIONS

Award

Award of this solicitation will be made on an "All Or Nothing" basis using the "lowest and best" principle of award. Notification of award will be at the time the tabulation is posted to the Internet. It is the sole responsibility for all vendors to check the website for any addendums and tabulation/award results.

F.O.B.

Price all materials as F.O.B. Destination. Delivery cost must be included in the unit price & not listed separately.

Increase or Decrease Quantities

The quantities listed are MoDOT's best estimate of needs at the time of the solicitation posting. MoDOT reserves the right to increase or decrease quantities based upon budget constraints or changes in project requirements. The final quantity ordered by MoDOT shall be furnished at the same unit price.

Delivery – Additional Requirements

The Contractor shall furnish MoDOT with a planned delivery schedule at least 24 hours before starting delivery. Notification should be during the normal workday preceding the day on which the Contractor desires to initiate delivery. It will be necessary for a MoDOT representative to be present when material is delivered. No deliveries will be made outside of normal working hours, Saturdays, Sundays, or holidays unless specifically authorized by the engineer or a designated representative.

TECHNICAL DATA INFORMATION (SPECIFICATION SHEET)

REZNOR®

Model UDAS



Separated Combustion, Low Static Commercial/Industrial Unit Heaters

Sizes 30-125 carry an additional approval
for use in residential garage/workshops
under CSA International Requirement
10.96 - U.S. and CR96-0005 - Canada



CSA 2.6b



ANSI Z83.8b



DESCRIPTION

Reznor® V3 Series Model UDAS gas-fired separated combustion unit heaters are available in 14 sizes ranging from 30,000 to 400,000 BTUH gas input. All sizes are approved for commercial/industrial installations. Sizes 30-125 carry an additional approval for use in attached residential garage/workshop application. Model UDAS heaters are designed for 82-83% thermal efficiency and are approved for installation in the United States and Canada by the Canadian Standards Association (CSA).

Reznor® V3 Series unit heaters have a refreshing new appearance with a glossy white cabinet finish and less visible hardware. Each size cabinet is easily suspended from either 2 or 4 suspension points. Or, an optional hanger kit for Sizes 30-125 allows for ceiling mounting. The low voltage terminal strip on the outside of the cabinet makes connecting control wiring easy with no panels to remove. The addition of a "G" terminal to the low voltage strip, along with the new design of the circuit board, allows for fan only operation (without adding relays). All units have a factory installed gas line nipple to the exterior of the cabinet for easy gas service connection.

The preeminent new internal feature is the TCORE® heat exchanger and single burner combustion system. Other standard features include a single-stage gas valve, multi-try direct spark ignition with timed lockout, pressure switch to verify vent flow, resiliently isolated venter motor, venter wheel with improved housing, resiliently isolated axial fan and motor assembly, a high temperature limit control, interlock door switch, and a built-in disconnect switch. Sizes 30-125 also include a flame rollout safety switch. Operation is controlled through an integrated circuit board. The circuit board monitors heater operation and has LED diagnostic indicator lights to identify abnormalities in control functions.

The 1st ever separated combustion system in the commercial/industrial heating industry was introduced on a Reznor heater in the 1960s, and that proven technology is continued in this new separated combustion product. Model UDAS separated combustion units require installation of a specially designed combustion air/vent system including the unique concentric adapter box that allows for only one building penetration for both the vent and combustion air.

The new V3 Series unit heaters are designed to provide all the features you expect in a Reznor heater plus improved efficiency, easier installation, and a new look ~ **both inside and out**. Look for the unique white unit with no visible front and bottom hardware, deep red louvers, black side handle, and angled corner to know you have a genuine Reznor unit by Thomas & Betts.

STANDARD FEATURES

- Sizes 30-400 certified for commercial/industrial heating application
- Sizes 30-125 carry an additional approval for use in residential garage/workshop heating applications
- 82-83% Thermal efficient ~ **TOP in its class!**
- 50-60°F Rise range
- TCORE® titanium stabilized aluminized steel heat exchanger
- Patented ^A single burner combustion system including a one-piece burner assembly
- 115/1/60 Supply voltage
- 115 Volt open fan motor with internal overload protection
- Transformer for 24-volt controls
- Integrated circuit board with diagnostic indicator lights
- Multi-try direct ignition with timed lockout
- Fan relay (included on the circuit board)
- Single-stage natural gas valve (field adjustable for operation to 9,000 ft. elevation [±])
- Vibration/noise isolated fan and venter motors
- Sealed control compartment houses all electrical components
- 2-pt and 4-pt Suspension ~ **standard on all sizes**
- Built-in disconnect switch (20A @ 115V Rating)
- External terminal strip for 24-volt wiring
- Sealed junction box for supply wiring
- External gas connection
- Fully gasketed door panel with safety door switch
- Full fan guard ~ **engineered for safety**
- Improved cabinet design with less visible hardware

OPTIONAL FEATURES - FACTORY INSTALLED

ACCESSORIES - FIELD INSTALLED

- Single-stage, propane gas valve (field adjustable for operation to 9,000 ft. elevation ^a)
- Two-stage natural gas or propane gas valve - Sizes 60-400
- 409 or 316 Stainless steel heat exchangers
- Totally enclosed fan motor (Sizes 30-250, 115V only)
- Horizontal or Vertical Combustion Air/Vent Kit including concentric adapter ^a
- Thermostat
- Thermostat guard with locking cover
- Vertical louvers
- Downturn nozzle kits
- Gas conversion kits (natural and propane)
- Primary/secondary controls for zoning up to six units
- Ceiling suspension kit - Sizes 30-125
- Hanger kits for 1" pipe
- Stepdown transformer (for 208/115, 230/115 or 460/115 supply voltage)
- Manual shutoff valves

^a Pressure switch change required for installations above 6,000 ft.

^c Selection of either a horizontal or vertical combustion air/vent kit is required.

TECHNICAL DATA

Model UDAS

Size		30	45	60	75	100	125	150	175	200	225	250	300	350	400
Input Heating Capacity	BTUH	30,000	45,000	60,000	75,000	105,000	120,000	150,000	175,000	200,000	225,000	250,000	300,000	350,000	400,000
	(kw/h)	(8.8)	(13.2)	(17.6)	(22.0)	(30.8)	(35.2)	(44.0)	(51.3)	(58.6)	(65.9)	(73.3)	(87.9)	(102.6)	(117.2)
Thermal Efficiency (%)		82	83	83	83	83	83	83	83	83	83	83	83	83	83
Output Heating Capacity ^b	BTUH	24,600	37,350	49,800	62,250	87,150	99,600	124,500	145,250	166,000	186,750	207,500	249,000	290,500	332,000
	(kw/h)	(7.2)	(10.9)	(14.6)	(18.2)	(25.5)	(29.2)	(36.5)	(42.6)	(48.7)	(54.7)	(60.8)	(73.0)	(85.1)	(97.3)
Gas Connection (inches) ^c	Natural	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	3/4	3/4	3/4	3/4	3/4
	Propane	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	3/4	3/4	3/4	3/4	3/4
Vent Connection ^a (inches diameter)		4	4	4	4	4	4	5	5	5	5	5	6	6	6
Combustion Air Inlet ^a (inches diameter)		4	4	4	4	4	4	6	6	6	6	6	6	6	6
Control Amps (24 volt)		1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Full Load Amps (115 volt)		1.9	2.4	2.4	3.3	3.9	5.1	3.8	3.8	4.6	7.5	7.5	11.0	11.0	11.0
Maximum Over Current Protection (115V) ^a		15	15	15	15	15	15	15	15	15	15	15	20	20	20
Normal Power Consumption (watts)		109	155	155	217	276	354	392	392	491	747	747	1086	1086	1086
Discharge Air Temperature Rise (°F)		50	55	60	60	60	60	60	60	60	60	60	60	60	60
Air Volume	CFM	456	629	769	961	1345	1537	1921	2242	2562	2882	3202	3843	4483	5123
	(M ³ /min)	(12.9)	(17.8)	(21.8)	(27.2)	(38.1)	(43.5)	(54.4)	(63.5)	(72.5)	(81.6)	(90.7)	(108.8)	(126.9)	(145.1)
Discharge Air Opening Area	ft ²	0.96	0.96	1.25	1.25	2.01	2.01	2.56	2.56	3.51	3.51	4.79	4.79	4.79	4.79
	(M ²)	(0.09)	(0.09)	(0.12)	(0.12)	(0.19)	(0.19)	(0.24)	(0.24)	(0.33)	(0.33)	(0.45)	(0.45)	(0.45)	(0.45)
Output Velocity	FPM	475	656	616	770	668	763	752	877	1003	820	911	802	936	1069
	(M/min)	(145)	(200)	(188)	(235)	(204)	(233)	(229)	(267)	(306)	(250)	(278)	(244)	(285)	(326)
Fan Motor HP ^a	Open	0.02	0.03	0.03	0.06	1/30	1/20	1/6	1/6	1/6	1/4	1/4	1/2	1/2	1/2
	Enclosed	0.06	0.06	0.06	0.06	1/4	1/4	1/4	1/4	1/4	1/4	1/4	1/2	1/2	1/2
Fan Motor RPM		1550	1550	1550	1550	1050	1050	1050	1050	1050	1050	1050	1050	1050	1050
Fan Diameter inches		10	10	12	12	16	16	18	18	18	20	20	24	24	24
Sound Level dba @ 15 ft		40	40	40	49	54	55	51	52	53	56	56	59	61	62
Approximate Net Weight	lbs	55	60	68	73	97	102	173	188	188	204	216	270	295	307
	(kg)	(25)	(27)	(31)	(33)	(44)	(46)	(78)	(85)	(85)	(93)	(98)	(122)	(134)	(139)
Approximate Ship Weight	lbs	63	68	76	81	120	125	206	221	221	247	259	323	348	360
	(kg)	(29)	(31)	(34)	(37)	(54)	(57)	(93)	(100)	(100)	(112)	(117)	(147)	(158)	(163)

^a CSA rating for altitudes to 2000 ft.

^b Size shown is for gas connection to a single stage gas valve, not supply line size.

^c Smaller and/or larger vent and combustion air pipe diameters may be allowed; refer to the Venting Installation Manual for Separated Combustion Units, Form I-V-SC. If vent diameter is different from vent connection, reducer/enlargers will be field-required.

^d MOP = 2.25 x largest motor FLA + remaining load. Answer is rounded down to the next size of commercially available circuit breaker or fuse.

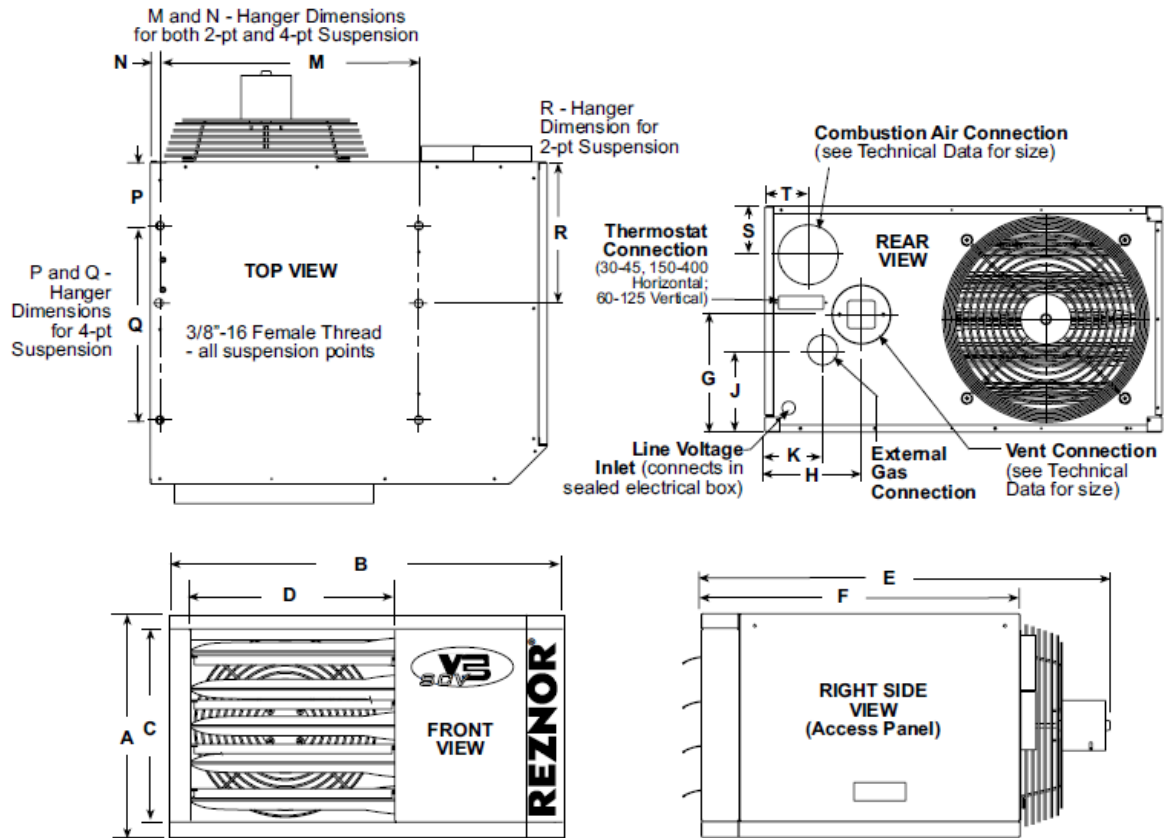
^e All other information in this table is based on a heater equipped with a standard 115 volt open fan motor.

DIMENSIONS

Model UDAS ±1/16" (2mm)

Size	A	B	C	D	E	F	G	H	J	K	M	N	P	Q	R	S	T
30, 45	12 1/8	26 5/8	10	13 13/16	26	21 9/16	5 3/16	6 1/2	2 11/16	3 7/8	17 3/8	11/16	4 5/16	13	9 9/16	2 15/16	2 15/16
60	15 1/8	26 5/8	13	13 13/16	27	21 9/16	7 7/8	6 1/2	5 1/2	3 7/8	17 3/8	11/16	4 5/16	13	10 1/2	3 1/4	2 15/16
75	15 1/8	26 5/8	13	13 13/16	27 5/8	21 9/16	7 7/8	6 1/2	5 1/2	3 7/8	17 3/8	11/16	4 5/16	13	10 1/2	3 1/4	2 15/16
100	23 1/8	26 5/8	21	13 13/16	28 5/8	21 9/16	14 1/2	6 1/2	8 3/4	3 7/8	17 3/8	11/16	4 5/16	13	10 1/2	4 5/8	2 15/16
125	23 1/8	26 5/8	21	13 13/16	29 3/8	21 9/16	14 1/2	6 1/2	8 3/4	3 7/8	17 3/8	11/16	4 5/16	13	10 1/2	4 5/8	2 15/16
150, 175, 200	20 1/8	38 3/16	16	23	42	35 3/8	8 1/2	8 1/4	5 7/16	6 1/2	25 11/16	1 3/8	8 3/16	22 3/16	16 3/8	4 1/8	8 5/16
225, 250	26 1/8	38 3/16	22	23	42	35 3/8	13 1/16	8 13/16	9	6 1/2	25 11/16	1 3/8	8 3/16	22 3/16	15 5/8	5 9/16	8 5/16
300, 350, 400	34 1/8	41	30	23	42	35 3/8	17 1/16	9	11 13/16	7 5/16	27 11/16	1 3/8	8 3/16	22 3/16	16 3/16	9 1/16	8 9/16

Size	A	B	C	D	E	F	G	H	J	K	M	N	P	Q	R	S	T
30, 45	(308)	(676)	(254)	(351)	(660)	(548)	(132)	(165)	(68)	(98)	(441)	(17)	(110)	(330)	(243)	(75)	(75)
60	(384)	(676)	(330)	(351)	(686)	(548)	(200)	(165)	(140)	(98)	(441)	(17)	(110)	(330)	(267)	(83)	(75)
75	(384)	(676)	(330)	(351)	(702)	(548)	(200)	(165)	(140)	(98)	(441)	(17)	(110)	(330)	(267)	(83)	(75)
100	(587)	(676)	(533)	(351)	(727)	(548)	(388)	(165)	(222)	(98)	(441)	(17)	(110)	(330)	(267)	(117)	(75)
125	(587)	(676)	(533)	(351)	(746)	(548)	(388)	(165)	(222)	(98)	(441)	(17)	(110)	(330)	(267)	(117)	(75)
150, 175, 200	(511)	(970)	(406)	(584)	(1,067)	(899)	(216)	(210)	(138)	(165)	(652)	(35)	(208)	(564)	(416)	(105)	(211)
225, 250	(664)	(970)	(559)	(584)	(1,067)	(899)	(332)	(224)	(229)	(165)	(652)	(35)	(208)	(564)	(397)	(141)	(211)
300, 350, 400	(867)	(1,041)	(762)	(584)	(1,067)	(899)	(433)	(229)	(300)	(186)	(703)	(35)	(208)	(564)	(411)	(230)	(217)



CLEARANCE FROM COMBUSTIBLES

Size	Top		Flue Connector		Access Panel ^J		Non-Access Side		Bottom ^K		Rear ^L	
	inches	mm	inches	mm	inches	mm	inches	mm	inches	mm	inches	mm
30-125	1	25	6	152	18	457	1	25	1	25	18	457
150-400	4	102	6	152	18	457	2	51	1	25	18	457

^J Access Panel clearance is required for service clearance to controls
^K Suspend the heater so that the bottom is a minimum of 5' (1.5M) above the floor.
^L Rear clearance is required for air movement. Rear clearance should be measured from the fan motor.
Refer to Reznor web site www.RezSpec.com for venting/inlet air requirements for Reznor Separated Combustion Units

VENDOR NOTES

VENDORS MAY ATTACH OTHER PERTINENT/SUPPORTING DATA WITH THEIR RESPONSE TO THIS SOLICITATION.

MoDOT purchase orders must be issued to the invoicing company ("Remit To") address. If the invoicing company/address will be different from that listed in the vendor information section (below), the vendor should specify the "remit to" company/address in the vendor notes section (above).

All responses to this solicitation should be submitted on this form and returned to the buyer listed above at the district address shown. Responses may be faxed, mailed, or hand-delivered.

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information

All bidders must furnish **ALL** applicable information requested below

Vendor Name/Mailing Address: Email Address:	Vendor Contact Information (including area codes): Phone #: Cellular #: Fax #:
Printed Name of Responsible Officer or Employee:	Signature:
For Corporations - State in which incorporated:	For Others - State of domicile:

If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business:

If additional space is required, please attach an additional sheet and identify it as **Addresses of Missouri Offices or Places of Business.**

M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (**M/WBE**) utilized in the fulfillment of this bid. Include percentages for subcontractors and identify the M/WBE certifying agency:

<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>
_____	_____	_____
_____	_____	_____

If additional space is required, please attach an additional sheet and identify it as **M/WBE Information**

Preference Certification

All bidders must furnish **ALL** applicable information requested below

GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA: If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are **not** manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.

Item (or item number)	Location Where Item is Manufactured or Produced

If additional space is required, please attach an additional sheet and identify it as **Location Products are Manufactured or Produced.**

MISSOURI SERVICE-DISABLED VETERAN BUSINESS: Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria:

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

- Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- The management and daily business operations of which are controlled by one or more service-disabled veterans.

Veteran Information

Business Information

Service-Disabled Veteran's Name (Please Print)

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

Missouri Address of Service Disabled Veteran Business

IF NOT SUBMITTING A RESPONSE TO THIS SOLICITATION, PLEASE COMPLETE AND RETURN THIS FORM TO ASSIST PROCUREMENT STAFF IN OUR PROCESS EVALUATIONS AND TO HELP US KEEP OUR VENDOR LISTS UPDATED. THANK YOU.

NO BID / NO QUOTE

DATE: _____

TO: Missouri Department of Transportation – Northeast District
General Services (Procurement) Division
26826 U.S. Highway 63
Macon, MO. 63552
(573)-526-3169 – fax #

FROM: _____ (Company Name)

____ (Contact Person)

_____ (Mailing Address)

(City, State, Zip Code)

____ (Office Phone #)

____ (Cellular Phone #)

____ (Fax #)

____ (Email Address)

Our company is submitting “NO BID / NO QUOTE” on Request # _____ for the reasons indicated below (check all that apply):

- () Product or service is not available or cannot meet the required specifications
- () Cannot make required deadline
- () The delivery point or work location is outside of our territory or coverage/service area
- () Other – Please explain below:

- () Please keep our name on the bidder's list for future opportunities on this product or service.
() Please remove our name from your bidder's list for this product or service.

FAILURE TO RETURN A RESPONSE OR THIS FORM MAY RESULT IN
REMOVAL FROM OUR VENDOR DATABASE FOR FUTURE OPPORTUNITIES

This “No Bid/No Quote” form may be faxed back to (573)-526-3169.

Note: The following pages detail further terms and conditions which apply to this solicitation document. However, it is not necessary to return these pages with your bid submission. If any “Standard Solicitation Provisions” and “General Terms and Conditions” below conflict with any requirements outlined on previous pages, the requirements above take precedence.

Tax Exempt Status

The Missouri Highways and Transportation Commission (MHTC) is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder upon request, if applicable.

Right of Acceptance/Rejection

MoDOT reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the solicitation response, unit prices will govern.

General Performance

This work is to be performed under the general supervision and direction of MoDOT and, if awarded any portion of the work, the Contractor agrees to furnish at his/her own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified according to the scope of work and the requirements and specifications detailed within the solicitation documents.

Invoicing and Payment

Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The MHTC shall not make any advance deposits. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

Inspection and Acceptance

No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

STANDARD SOLICITATION PROVISIONS

- a. The solicitation for the procurement of the supplies referenced therein, to which these “Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions” are attached, is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (MHTC), acting by and through its operating arm, the Missouri Department of Transportation (MoDOT), draws the Bidder's attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/quotes and the award of the contract pursuant to this solicitation.
- b. All bids/quotes must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

GENERAL TERMS AND CONDITIONS

Definitions

Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms.

Nondiscrimination

- a. The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).
- b. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote, the Bidder agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized notice to proceed and/or purchase order.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- c. Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

Executive Order

The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

- 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
- 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Preferences

- a. In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled **"VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM"** must be completed and returned with the solicitation documents.

- b. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

Cancellation of Contract

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.

Bankruptcy or Insolvency

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

Warranty

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the MHTC, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

Status of Independent Contractor

The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

Non-Waiver

If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

Indemnification

The Contractor shall defend, indemnify and hold harmless MHTC, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.

(T&C's Version May 2011)